

TAF - TELSki WAIVER

revised on 10.03.2019

HANG GLIDING AND PARAGLIDING HOLD-HARMLESS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS HANG GLIDING AND PARAGLIDING HOLD-HARMLESS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (THIS "RELEASE") IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

"Participant" MEANS THE UNDERSIGNED, BEING AT LEAST 18 YEARS OLD, OR THE MINOR USER (UNDER 18) AND THE UNDERSIGNED PARENT OR LEGAL GUARDIAN OF THE MINOR SIGNING ON BEHALF OF HIMSELF/HERSELF AND THE MINOR (HEREINAFTER, INDIVIDUALLY AND COLLECTIVELY, "I"). I AGREE AND UNDERSTAND THAT HANG GLIDING AND PARAGLIDING, INCLUDING TRAVELING TO LAUNCH SITES (HEREINAFTER, THE "ACTIVITY"), CAN BE **HAZARDOUS**.

I recognize that hang gliding and paragliding are extremely dangerous activities that there are risks associated with engaging in the Activity, including, but not limited to, travel on rough and uncertain roads, changing and unpredictable weather conditions, potential equipment problems and pilot error. I recognize that injuries are common and ordinary occurrences of the Activity. I hereby agree to freely and expressly **ASSUME** and accept **ANY AND ALL RISKS** to me while participating in the Activity. Further, I voluntarily elect to participate in the Activity.

In consideration of engaging in the Activity, I agree to **ASSUME ALL RISKS** associated with the Activity and agree to hold harmless, release, defend and indemnify the TSG Ski & Golf, LLC and TSG Asset Holdings, LLC (together, "TSG"), the United States Forest Service, Town of Mountain Village, Town of Telluride, Telluride Air Force, Inc. and its members, Mountain Village Metropolitan District, John M. Stevens, Robert Million and their affiliates, subsidiaries, agents, employees, representatives, assignees, directors, officers, partners and/or shareholders (the "Released Parties") from all liabilities and/or claims for injury or death to persons or damage to property arising from my engagement in the Activity, including those injuries and damages caused by the Released Parties' alleged or actual 1) negligence or 2) breach of any express or implied warranty. By execution of this Release, the undersigned agrees to indemnify each of the Released Parties for any injuries to me or to other person(s) or property that may occur as a result of my engaging in the Activity and all operations incident thereto, including, without limitation, transportation to and from the launch sites.

I authorize any of the Released Parties and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I agree that upon my transport to any such medical facility or hospital that not any of the Released Parties and/or their authorized personnel shall have any further responsibility for me. Further, I agree to pay all costs associated with such medical care and related transportation provided for me and shall indemnify and hold harmless the Released Parties and or their authorized personnel of and from any costs incurred therein.

In consideration of the use of the TSG facilities, I **AGREE** that **ALL** claims for injury and/or death shall be **GOVERNED BY COLORADO STATE LAW** and **EXCLUSIVE JURISDICTION** shall be in the District Court residing where the alleged incident occurred or in Federal Court for the State of Colorado.

This Release shall be binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall be enforceable. The undersigned parent or legal guardian acknowledges that he/she is also signing this Release on behalf of the minor and that the minor shall be bound by all the terms of this Release. This Release shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, insurers, executors and personal representatives.

I/WE HAVE CAREFULLY READ THIS RELEASE, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Executed this ____ day of _____, 20__.

Print Name of Participant

Signature of Participant

Print Name of Parent or Guardian,
if applicable

Signature of Parent or Guardian,
if Participant is less than 18 years old